

Specifications for Contract of Lawn Maintenance – Mowing

It is the intent of Georgetown Township to contract services to maintain the specified Township Grounds in accordance with the following specifications:

I. DESCRIPTION

Work consists of lawn maintenance such as: raking, grass mowing, grass edging and proper removal/disposal of lawn litter, including trash, but not limited to; landscape debris such as leaves, sticks, grass clippings, organic debris by the contractor.

II. CONTRACT PERIOD

Length of contract shall be one (1) year, beginning with the fourth week of April and ending by the third week of November.

III. SPECIFICATIONS FOR MOWING TURF AND FERTILIZATION/WEED CONTROL

17 - 27 Lawn Maintenance Cycles

Lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings, and organic debris by the contractor.

IV. GENERAL SPECIFICATION AND CONDITIONS

1. **INSPECTION OF LOCATIONS** – Before submitting a bid, bidders shall be held to examine all the locations specified herein where work is to be performed, and become satisfied as to the existing conditions under which a contractor will be obliged to operate, that may affect the work under this contract. No allowances shall be made in this connection on behalf of the bidder and/or contract, for any negligence on their part.
2. **INSURANCE REQUIREMENTS** – The contractor must provide to the Township an insurance certificate BEFORE any work for the Township may begin. All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the Township of cancellation or reduction of coverage. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

Workers Compensation Insurance – Certification that contractor carries workers compensation insurance at State of Michigan statutory limits.

General liability coverage for the scope of the project shall be provided to protect the Township. **Georgetown Township shall be named on each policy as an additional named insured.** The required limits are as follows.

Comprehensive General Liability:	
Bodily injury – each occurrence	\$1,000,000
Bodily injury – aggregate	\$ 1,000,000
Property damage – each occurrence	\$ 1,000,000
or combined single limit	\$ 1,000,000
Umbrella or excess liability	\$ 1,000,000

Automobile Liability Insurance – Certification that the Bidder carries automobile insurance with the following limits;

Automobile injury	\$ 500,000
Property Damage	\$ 250,000
or combined single limit	\$ 1,000,000

3. **AWARD**

Upon notification of contract award by the Township, the contractor shall submit to the Township’s designated representative, documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the Township, the administrator will contact the contractor and inform them when they may proceed.

4. **AWARD CRITERIA**

- A. Responsiveness to bid
- B. Cost
- C. Type & condition of equipment to be used in performing contract.

5. **CONTRACTOR ADMINISTRATOR**

The Director of Parks & Properties , or his designated representative, shall be the contract administrator herein referred to as the “Administrator.” The administrator will coordinate fertilizing with other activities, audit billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

Administrator: Rod Deemter Phone: 893-9005

6. **CONTRACTOR STATUS**

The contractor and his/her employees at all times shall be considered as an independent contractor, and not as Township employees. As an independent contractor, the contractor’s payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor shall contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from the Township. The contractor shall exercise all supervisory control and general control over all day to day operations of his/her employees including control over workers duties. The

contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees as needed, including hiring and firing.

7. CANCELLATION OPTION

The Township reserves the right to cancel the contract by giving thirty (30) days written notice to the contractor. If cancellation is for default of contract due to non-performance, the contract may be canceled without notice. The contractor may cancel the contract by giving the Township (30) thirty days written notice of such intention. All notices are effective upon the date of mailing.

8. TEMPORARY CLOSING

Should emergency conditions arise which would necessitate closing of the facility for a period of time, the contract may be suspended or altered. A negotiated temporary agreement shall be worked out should this situation occur. It is not the intent of the Township to close any property for other than emergency and/or reconstruction reasons.

9. DEFAULT

Non-Acceptable conditions

Should an inspection by the Township Administrator reveal that the contractor's work results in any non-acceptable maintenance condition:

1. The Township Administrator at the time of the first circumstance shall call a meeting with the contractor to review the condition.
2. Should a second non-acceptable condition develop, a second meeting will be held. **A letter of warning will follow.**
3. Should a third non-acceptable condition develop, a written notice or termination will be sent to the contractor.

In the event of such termination, the Township may deem appropriate to perform service similar to those so terminated. The contractor shall be liable for any excess cost for such services. The contractor shall not be liable for any increase cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

10. CHANGE AND/OR CONTRACT MODIFICATIONS

The Township reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.

Price adjustments due to any of the foregoing changes shall be based on a pro-rated basis based on this bid/contract. Prices for extra work requested during this contract which are not part of this contract will be negotiated at the time of occurrence.

Changes of any nature after contract award, which reflects an increase or decrease in requirements of cost, shall require a written change of service to be issued by the Township Parks Department.

11. QUESTIONS

Questions relative to this bid shall be submitted in writing and addressed to Township Parks Department or by contacting Parks & Properties Administrator Rod Deemter at 893-9005.

12. LAWS, ORDINANCES AND REGULATIONS

The contractor shall keep himself/herself fully informed and comply with all local, state, and federal laws, ordinances, and regulations.

13. PERMITS AND LICENSES

Any permit, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the contractor.

14. INDUSTRY RULES AND CODES

All work shall be done in compliance with the applicable rules of the industry which shall be considered as included in these specifications, shall comply with all local and state codes, and be approved by the Township prior to use.

15. PROTECTION OF PROPERTY

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where the work is being performed. If any damage is done to "off target" plant material, the plant or plants shall be replaced with an approved specimen at no cost to the Township.

16. TIME AND PROGRESS

It is understood and agreed that "time is of the essence," in respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence as to complete any work required under the contract within the shortest reasonable period of time. Contractor must have equipment and personnel capable of finishing entire area of contract within one (1) day.

17. EQUIPMENT AND MATERIALS, INSPECTION AND LIABILITY

The Administrator shall have the right to inspect all equipment and materials which is to be used in carrying out the terms of this contract. Any such equipment or materials which do not comply with local, state, and federal codes or with this contract may be rejected by the Township.

18. SAFETY EQUIPMENT, PROPER CLOTHING, AND APPEARANCE

All personnel working on grounds shall be responsible for wearing safety equipment as per M.I.O.S.H.A. and M.D.A. requirements and proper clothing such as long sleeve shirts, long pants, rubber gloves, and boots. All personnel shall maintain a clean and neat appearance.

19. ACCIDENTS

Any accidents on the premises shall be reported immediately to:
Parks Director Rod Deemter: 893-9005

V. SCOPE OF WORK AND SEPARATION OF RESPONSIBILITIES

1. CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated. (i.e.posting)

2. DAMAGES

The contractor shall be held liable for all damages done as a result of his operation to fixed objects such as signs, posts, buildings, and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damage shall include among other things: skinning, scraping, limbing, or gouging of trees or shrubs, and rutting, scalping or tearing of turf.

Cost associated with damages caused by the contractor to plant material will be assessed based on current M.F.P.A. Michigan Tree Evaluation guidelines.

All turf damage repairs shall be made by the contractor in accordance with Section 6.53 and 8.21 of the 1990 Standard Specifications for Construction, and as herein specified. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seed will only be allowed during the seasonal limitation periods.

All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Contractor shall be billed for all costs related to damages caused by his/her operation.

3. CONTRACTOR TO FURNISH

- A. All transportation
- B. All equipment and necessary supplies including but not restricted to: mowers, edgers, blowers, spreaders and sprayers.

The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in bid item, in a favorable manner. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum of 2" and maximum of 4". The contractor shall have enough equipment and personnel to complete each mowing cycle at each site contracted for. The equipment furnished by the contractor for fertilizing must also be in good repair and shall be maintained so as to produce an accurate and even application at all time. The contractor shall have enough equipment and personnel to complete each application at each site contracted for in the time frame specified.

- C. Under no circumstances shall the Township be responsible for any theft, vandalism, or damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.

VI. TECHNICAL SPECIFICATIONS

1. MOWING

Seventeen (17) Cycles – One trip in April, weekly trips May through June, bi-weekly trips July through September, one trip in October.

Twenty-seven (27) cycles – One trip in April, weekly trips May through September, and three trips in October (every 10 days).

- A. Grass shall not be allowed to reach a height of five (5) inches or more, and shall be mowed to the minimum height of two (2) inches.
- B. All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.
- C. All mowing, trimming and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.

- D. Equipment and supplies may not be stored overnight or for extended periods of time on Township property.
- E. **Grass shall not be mowed when wet.**
- F. No mowing to be done on Saturdays or Sundays, unless approval is obtained from contract Administrator. No mowing will be allowed on Holiday weekends from 3:00 p.m. Friday to 8:00 a.m. Tuesday.
- G. Clippings shall be removed if visible after mowing and removed at contractor's expense. No clippings shall be disposed of in Township dumpsters or on Township property.
- H. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas, and flower and shrub beds.
- I. Areas to be mowed will be approximate designated area on enclosed maps.

2. GRASS TRIMMING

Trim grass around fixed objects and trees. Extreme care shall be used to prevent injury to fixed objects and trees.

3. EDGING

Edge along all walks and curb areas every second mowing. Edging shall be no wider than ½ inch from edge of sidewalk to lawn surface. All edging debris shall be removed from walkways and curb area and disposed of at contractor's expense. No edging shall be disposed of in Township dumpsters or on Township property.

4. FALL CLEANUP (NOVEMBER 1 THROUGH NOVEMBER 15)

A final mowing and general cleanup of Ice Arena areas should take place between 11/1 and 11/15 with **work completed no later than November 15.**

METHOD OF PAYMENT

The completed work will be paid for at the contract unit price for the following contract items, which shall be payment in full for all labor, equipment, and materials required to satisfactory complete the work described therein.

The contractor shall furnish an invoice in duplicate, for services rendered for each application period for their labor and equipment. The billing shall reference the appropriate purchase contract number and shall contain, if applicable, adjustments for additions, deletions or change in service. The Township will pay the billed monthly amount in accordance with bid rate. Payments may be delayed up to 30 days after submittal of bill.

The contractor shall save harmless and indemnify the Township of Georgetown and all of its officers, agents and employees against all claims for damages to public or private property and for injuries to persons arising out of and during the project and to the completion of the work. The undersigned, as bidder, declares that he/she has familiarized him/herself with the location of the proposed work and the conditions under which it must be constructed. The bidder has also carefully examined the documents and specifications, which he/she understands and accepts as sufficient for the purpose of completing said work and agrees that he/she will contract the Township of Georgetown to furnish labor, materials, tools, and equipment necessary to do all the work specified.

The agreement is the only agreement between the parties. The parties have not agreed either verbally or written to any other terms or conditions not contained in this document.

Township Administrator

Date_____

Contractor

Date_____

GEORGETOWN TOWNSHIP
LAWN MAINTENANCE – MOWING QUOTE

GROUP 1

<u>LOCATION</u>	<u>ADDRESS</u>	<u>COVERAGE</u>	<u>#OF CYCLES</u>	<u>PRICE</u>
Georgetown Community 8 th Avenue Park	8 th Avenue and Rosewood	451,795 sq. ft.	27	_____
Maplewood Park	1246 Elmwood	235,755 sq. ft.	27	_____
Pioneer Park	1130 Coral Drive	217,695 sq.ft.	27	_____
Rush Creek Park	6750 Bridgeport	471,000 sq.ft.	27	_____
Woodcrest Park	1310 Baldwin	290,845 sq. ft.	27	_____

- Rush Creek east entrance is also included in the square footage.
- Coverage areas are approximate in all groups

TOTAL _____ \$_____

GROUP 2

<u>LOCATION</u>	<u>ADDRESS</u>	<u>COVERAGE</u>	<u>#OF CYCLES</u>	<u>PRICE</u>
Library/Twp. Offices	1515 Baldwin	129,046 sq.ft.	27	_____
Georgetown Ice Arena	8500 48 th Ave	256,300 sq.ft.	27	_____

- All turf areas are to be doubled cut at each mowing

TOTAL _____ \$_____

GROUP 3

28 th Ave. Rec. Center	6981 28 th Ave.	276,300 sq.ft.	27	_____
Soccer Bowl	1915 Rosewood			
	(Playground area)	163,000 sq.ft.	27	
	(Main Field)	87,600 sq.ft.	27	_____
	(Perimeter)	485,100 sq.ft.	17	_____
14 th and 44 th St.	North of Fire Station	75,200 sq.ft.	27	_____

TOTAL _____ \$_____

GROUP 4

<u>LOCATION</u>	<u>ADDRESS</u>	<u>APPROXEMENTLY</u>	<u>#OF CYCLES</u>	<u>PRICE</u>
M-21 Median	Perkins to Kerkstra	16 Acres	17	_____
Cottonwood Parkway	Post Office to Bridge	33,920 sq.ft.	17	_____
<u>TOTAL</u>				\$_____

TOTAL FOR GROUPS 1 – 4 \$_____

***Georgetown Township reserves the right to accept or reject any or all bids in the best interest of the Township.

Name of Company

Address

City, State, Zip

Phone

Signature of Contractor

Signature of Parks Administrator

Date

Date

**ALL BIDS ARE DUE BY FEBRUARY 12, 2010 BY 11:00 AM IN A SEALED
ENVELOPE AT THE GEORGETOWN TOWNSHIP OFFICE**